

ARTICLE XII - WORKLOAD, SCHEDULING AND COURSE ASSIGNMENTS

The engagement of each full-time member of the bargaining unit to render professional services to a State University in accordance with the provisions of this Agreement represents his/her primary professional employment. No member of the bargaining unit shall engage in any other professional activities where to do so constitutes a violation of any provision of Chapter 268A of the General Laws.

A. WORKLOAD OF FACULTY

1. General Provisions

Subject to the provisions of Article XII-A, the provisions of this Section shall apply to all faculty members.

a. Full-time Faculty

The workload of full-time faculty, salaried part-time faculty members at the Massachusetts College of Art and Design and the three (3) salaried part-time faculty in the English Department at Salem State University shall consist of: (1) teaching workload; (2) preparation for classroom and laboratory instruction including providing a syllabus to each student and to the Department Chair; (3) student assistance, including academic advising; (4) continuing scholarship (as described in the provisions of Article VIII); and (5) activities undertaken by a faculty member pursuant to his/her responsibilities as a professional and the terms of this Agreement, including those in the following areas:

- i. participation as a professional in public service;
- ii. participation in and contributions to the improvement and development of the academic programs or academic services of the University; and
- iii. participation in and contributions to the professional growth and development of the university community.

In addition to the foregoing, during the academic year, faculty members have the obligation to carry out committee assignments; to participate in scheduled orientation and registration programs; to attend University functions, including commencement, faculty, committee and departmental meetings and convocations; to assist in the recruitment and screening of candidates for departmental positions in accordance with Article VI; and to undertake, pursuant to their responsibilities as professionals, such other activities as are of the kind described in the preceding paragraph. Subject to the foregoing provisions, members of the faculty may choose, but not be required, to participate in co-curricular activities and in any student

orientation period and registration period scheduled to fall outside the academic year.

b. Part-time Faculty

The workload of part-time faculty other than salaried part-time faculty members shall consist of: (1) teaching workload; (2) preparation for classroom and laboratory instruction; (3) student assistance in the form of academic advising for those students in the faculty member's class; and (4) classroom activities undertaken pursuant to responsibilities as a professional. It shall also be the responsibility of each such part-time faculty member to: (1) be available to advise students in person (at a time mutually agreed upon by the student and the faculty member) or electronically; (2) provide a syllabus to each student and to the Department Chair; (3) abide by the academic policies of the University; and (4) when first employed, attend an orientation session. Save as is provided in Article IV, Section C(1), teaching six (6) or fewer semester hours of credit of instruction per semester shall not constitute half-time employment.

For purposes of the Affordable Care Act one (1) semester hour of credit of instruction shall be equal to two and three-quarters (2.75) hours of work.

c. Part-time Clinical Nursing Instructors

The workload of part-time Clinical Nursing Instructors shall consist of (1) teaching workload not exceeding one section of classroom instruction during a semester (exclusive of laboratory instruction); (2) clinical supervision and instruction in clinical settings; (3) preparation for classroom, laboratory and clinical instruction including providing a syllabus to each student and to the Department Chair; (4) academic advising when advisees are assigned; and (5) attendance at departmental meetings and assistance with such departmental projects as curriculum reviews and accreditation. No part-time Clinical Nursing Instructor shall be assigned or assume more than eleven (11) semester hours of credit of instruction during any academic semester.

d. Clinical Nursing Instructors at Fitchburg State University Hired prior to July 1, 2009

The workload of part-time Clinical Nursing Instructors hired at Fitchburg State University prior to July 1, 2009 may continue in the manner in place prior to July 1, 2009 for the duration of their service at Fitchburg State University, but no other Clinical Nursing Instructor shall be assigned workloads different from that prescribed in the preceding subsection c.

e. Salaried Part-time Faculty, Special Provision

If a salaried part-time faculty member is given a temporary appointment as defined in Article I, Section D(54), the appointment shall not be considered an interruption for purposes of Article XX, Section K, and the appointment shall be considered at a faculty full-time equivalency of one (1).

2. Teaching Workload

a. General

In order to enable faculty members to carry out their several responsibilities, members of the faculty shall not be required to teach an excessive number of semester hours of credit of instruction, be assigned an excessive student load or be assigned an unreasonable schedule. At Universities other than Framingham State University, twenty-four (24) semester hours of credit of instruction shall be considered the normal faculty teaching workload in academic subject areas for the academic year; provided, however, that every member of the faculty may be required to teach not more than ninety-six (96) semester hours of credit of instruction during the four (4) academic years 2020-2021, 2021-2022, 2022-2023, and 2023-2024.

At Framingham State University, six (6) courses of instruction shall be considered the normal faculty teaching workload in academic subject areas for the academic year; provided, however, that every member of the faculty may be required to teach not more than twenty-four (24) courses during the four (4) academic years 2020-2021, 2021-2022, 2022-2023, and 2023-2024.

Workload credits and debits existing as of June 30, 2023 (including accrued debits and credits from all prior years), shall be carried forward for purposes of making teaching workload assignments during the term of this Agreement.

Efforts shall be made to establish teaching schedules so that the time between the beginning of the first teaching period and the end of the last teaching period for any one (1) day does not exceed eight (8) hours and so that the teaching assignments may be made on fewer than five (5) days a week.

No faculty member shall be involuntarily assigned to teach a course or perform other related work after 4:30 p.m. or to teach a course or perform other related work on Saturday or Sunday.

A faculty member may request special scheduling in order to pursue advanced graduate study, to complete a doctoral dissertation, to engage in scholarly research and publication or for other sound academic reasons.

Such schedule shall be subject to the approval of the Department Chair and the Vice President.

b. Class Size

Within one year of the ratification of this agreement, the Curriculum Committee as per the shared governance process shall determine the maximum number of students to be enrolled for each category of courses offered at the University. In determining the appropriate course categories for the university, the Curriculum Committee will consider course level (for example: introductory surveys, capstones); pedagogy (for example: seminars, writing-intensive courses); modality (for example: online asynchronous), typical room capacity, disciplinary expectations, and other considerations specific to the university.

During the year between ratification of the contract and the completion of the Curriculum Committee's determination, the maximum number of students for a course shall not exceed the numbers set in the 2018-2019 academic year, unless the numbers for the 2024-2025 Academic Year are lower, in such case, the numbers for the 2024-2025 Academic Year will be used.

The maximum number of students shall be stated in the course description to enable courses to meet the goals of academic programs and course objectives.

The administration shall not exceed the maximum number for a course without written agreement from the unit member teaching the class. If the unit member agrees to exceed the maximum number, the administration shall compensate the unit members with an additional 0.25 credits for each student enrolled over the maximum enrollment.

c. Calendar

The academic year shall be of nine (9) months' duration and shall commence on September 1 and end on the May 31 following. At each University, faculty teaching workload shall be assigned on the basis of an academic calendar that shall comprise not less than one hundred fifty-five (155) nor more than one hundred sixty (160) instructional days, such number of instructional days to include examination days, orientation days and, at the Massachusetts College of Art and Design, review-board days. As professionals, members of the faculty may make additional contributions for the benefit of the students and the university community. Nothing in this paragraph shall be deemed to prohibit the scheduling of student registration on instructional days during which classes are regularly scheduled.